

JAMES MAXENIER 111 White Plains Road Bronxville, New York 10708 <i>Plaintiff</i> NATIONAL RAILROAD PASSENGER CORPORATION, t/a "AMTRAK" 1 Massachusetts Avenue, NW Washington, D.C. 20001 Serve On: CT Corporation 1015 15th Street NW Suite 1000 Washington, DC 20005	IN THE CIRCUIT COURT FOR BALTIMORE CITY Civil Case No. <u>24-C-20-005114 MT</u>
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COMPLAINT AND REQUEST FOR JURY TRIAL

Plaintiff, James Maxenier, by his attorneys, Richard P. Seitz and the Law Offices of Peter G. Angelos, P.C., sues Defendants, and for cause states:

BACKGROUND

1. The cause of action arose fall which occurred in Baltimore City, specifically at Baltimore's Pennsylvania Station located at 1500 N. Charles Street.
2. Defendant National Railroad Passenger Corporation ("Defendant" or "Amtrak") is a corporation with is its principle place of business in Washington, D.C. The defendant Amtrak is in the business of the interstate transportation of passengers, charging passengers for such transportation, and is a common carrier. Upon information and belief, Defendant regularly conducts and carries on business in the State of Maryland, and owns and maintains railroad tracks between, among many other locations, Baltimore and New York.
3. Plaintiff is a resident of New York state.

4. This civil action may be brought in the Circuit Court for Baltimore City pursuant to the provisions of Maryland Courts and Judicial Proceedings Code Annotated §§6-103(b), 6-201(a), and 6-202(8).

FACTS COMMON TO ALL COUNTS

5. At all times hereinafter mentioned, Amtrak operated a commuter railroad network known as the "North East Regional," including passage from Baltimore to New Rochelle, New York.
6. Upon information and belief, at all times hereinafter mentioned, Amtrak owned the trains and tracks between which operated as the North East Regional between Baltimore and New York, including track E6 at Baltimore's Pennsylvania Station.
7. Upon information and belief, Amtrak trains are operated by engineers who are employed by Amtrak.
8. Upon information and belief, the train engineer of train No. 197 was employed by Amtrak and was operating the aforesaid train within the scope and/or course of his employment.
9. Upon information and belief, at all times hereinafter mentioned, Amtrak operated, managed, and maintained Amtrak train No. 197.
10. On December 15, 2017 at approximately 12:47 p.m., Plaintiff was a lawful, ticketed passenger with Amtrak on the North East Regional, with an itinerary from Baltimore's Pennsylvania Station to New Rochelle station in New York aboard Train 197.
11. As Plaintiff approached the furthest forward entry door on the train, he attempted to board the train, stepping from the platform onto the train.

12. As Plaintiff stepped from the platform to the train, he was caused to fall between the platform and the train as a result of an abnormally large and vast gap between the train and the platform.
13. Plaintiff fell as a result of a dangerous defective and unsafe condition that was permitted to exist for an unreasonable length of time and was known or in the exercise of reasonable care, should have been known to defendant, their agents, servants and/or employees.
14. As a result of the aforesaid incident, Plaintiff sustained severe and permanent personal injuries to his right lower extremity, and other parts of the body, and all damages are permanent in nature and continuing into the future.

COUNT ONE - NEGLIGENCE.

15. Plaintiff incorporates each of the preceding paragraphs as if fully recounted.
16. Defendant owned, operated, managed, and maintained Track E6 at Baltimore's Pennsylvania Station.
17. At all times mentioned, the defendant, its agents, servants and/or employees had a duty to maintain the aforesaid train tracks, platform, and train at Track E6 of the subject station in a reasonably safe condition.
18. At all times hereinafter mentioned, the defendant had a duty of care to Plaintiff as a passenger on Amtrak train No. 197.
19. Amtrak, by its agents, servants and/or employees, were negligent and careless in:
- a. the ownership, operation, management and control of said track platform, train, and gap in between;
 - b. in causing, permitting and allowing the aforesaid platform and gap to be, become and remain in an unsafe condition;

- c. in causing, permitting and/or allowing said platform and gap to be, become and remain in a dangerous, hazardous and trap like condition;
- d. in failing to recognize and/or barricade the aforesaid dangerous conditions;
- e. in maintaining an unsafe and hazardous platform-to-railcar horizontal space at passenger Track E6 (horizontal space between the edge of the platform and the edge of the railcar door threshold was approximately twelve inches;
- f. in improperly monitoring the aforesaid place sometime prior to the occurrence;
- g. in causing, permitting and/or allowing the platform and gap to be, become and remain in a size that was inherently dangerous;
- h. in failing to take any measures to guard against the dangerous condition complained of;
- i. in failing to warn Plaintiff of the dangerous and defective condition existing thereat;
- j. in causing and creating a dangerous and hazardous condition;
- k. in failing to post warnings at the aforesaid location, which was in an unsafe, dangerous and hazardous condition;
- l. in failing to prevent pedestrians from falling into the gap;
- m. in failing to take proper and adequate measures and precautions to avoid and/or prevent the happening of the occurrence complained of;
- n. in failing to provide effective cautionary communications on the train and at the platform;
- o. in that no barricades, signs or any other warning devices were set up and/or posted indicating the dangerous condition that existed;

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- p. in causing and creating an obstruction; in failing to take adequate care in providing a proper and safe area for patrons to traverse the aforementioned platform;
 - q. in failing to provide a safe place for Plaintiff to walk;
 - r. in failing to reasonably anticipate that patrons lawfully traversing said platform area could sustain physical injuries by reason of the unsafe, dangerous and defective condition that existed;
 - s. in failing to provide sufficient training to safety staff to identify unsafe conditions at said platform;
 - t. failure to enforce rule compliance with its staff;
 - u. in failing to provide personnel to help passengers boarding the train;
 - v. in failing to utilize an up-to-date safety audit system;
 - w. in allowing the platform-to-railcar horizontal and vertical gap at Track E6 on the date complained of to be more than the gap permitted by the applicated codes, standards, best-practices, etc.;
 - x. in failing to have threshold plates installed on the subject train stationed at Track E6 at the time of the subject occurrence;
 - y. in failing to install gap fillers and platform edge boards at Track E6;
 - z. in failing to limit the gap between the platform and the subject train at Track E6;
 - aa. in failing to realign the platform at Track E6;
 - bb. in failing to remedy, properly remedy and/or timely remedy the aforesaid dangerous and hazardous conditions although it had or should have had notice thereof in view of the fact that said conditions existed for some time prior to the occurrence herein and had notice thereof of its presence, and had a duty to

insure the safety of commuters thereon, and defendant, its agents, servants and/or employees, failed to provide a safe place for Plaintiff and others to board or exit the trains;

cc. and in otherwise being negligent, careless and reckless in the as to this train and these tracks, although they had proper and timely notice of said defects.

20. The injuries and damages caused to Plaintiff were a result of the carelessness and negligence of the defendant, as aforesaid, with no negligence on the part of Plaintiff contributing thereto.

21. As a direct and proximate result of the aforesaid personal injuries, the Plaintiff has been damaged as follows:

- a. he has suffered and will continue to suffer considerable physical and emotional pain and suffering;
- b. he was obligated to obtain and continues to be obligated to obtain hospital and medical care and treatment and thus, has incurred and will continue to incur substantial medical expenses;
- c. he has sustained permanent injuries and thusly has been prevented and continues to be prevented from engaging in his usual occupations, pastimes and pursuits in which he would have engaged but for the aforementioned injuries; and
- d. he was otherwise damaged.

WHEREFORE, Plaintiff demands judgment against the Defendant for damages in excess of \$75,000, plus costs, pre-judgment interest and post-judgment interest as this Court deems appropriate

Respectfully Submitted,

Richard P. Seitz

CPF#: 0912170153

LAW OFFICES OF PETER G. ANGELOS

A Professional Corporation

100 North Charles Street

Baltimore, Maryland 21201

410-649-2000

410-649-2029 (f)

rseitz@lawpga.com

Attorneys for Plaintiff

JAMES MAXENIER
111 White Plains Road
Bronxville, New York 10708

Plaintiff

v.

**NATIONAL RAILROAD PASSENGER
CORPORATION, t/a "AMTRAK"**
1 Massachusetts Avenue, NW
Washington, D.C. 20001

Serve On:
CT Corporation
1015 15th Street NW
Suite 1000
Washington, DC 20005

IN THE
CIRCUIT COURT

FOR

BALTIMORE CITY

Civil Case No. 24-C-20-005114

REQUEST FOR JURY TRIAL

Plaintiff requests that this case be tried before a Jury,

~~Respectfully Submitted,~~

~~Richard P. Seitz~~

~~ORD# 0912170153~~

~~LAW OFFICES OF PETER G. ANGELOS~~

~~A Professional Corporation~~

~~100 North Charles Street~~

~~Baltimore, Maryland 21201~~

~~410-649-2000~~

~~410-649-2029 (f)~~

~~rseitz@lawpga.com~~

Attorneys for Plaintiff

IN THE CIRCUIT COURT FOR Baltimore City

(City or County)

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER 24-C-20-005114

CASE NAME: James Maxenier vs. National Railroad Passenger Corp.

PARTY'S NAME: James Maxenier PHONE: _____

PARTY'S ADDRESS: 111 White Plains Road, Bronxville, NY 10708

PARTY'S E-MAIL: _____

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Richard P. Seitz PHONE: 4106492000

PARTY'S ATTORNEY'S ADDRESS: 100 N. Charles St., 22nd Flr., Baltimore, MD 21201

PARTY'S ATTORNEY'S E-MAIL: rseitz@lawpga.com

JURY DEMAND? ☒ Yes ☐ No

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known: _____

ANTICIPATED LENGTH OF TRIAL?: _____ hours 3 days

PLEADING TYPE

New Case: ☒ Original ☐ Administrative Appeal ☐ Appeal

Existing Case: ☐ Post-Judgment ☐ Amendment

If filing in an existing case, slip Case Category/Subcategory section - go to Relief section

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

<p>TORTS:</p> <p><input type="checkbox"/> Asbestos</p> <p><input type="checkbox"/> Assault and Battery</p> <p><input type="checkbox"/> Business and Commercial</p> <p><input type="checkbox"/> Conspiracy</p> <p><input type="checkbox"/> Conversion</p> <p><input type="checkbox"/> Defamation</p> <p><input type="checkbox"/> False Arrest/Imprisonment</p> <p><input type="checkbox"/> Fraud</p> <p><input type="checkbox"/> Lead Paint - DOB of Youngest Plt.</p> <p><input type="checkbox"/> Loss of Consortium</p> <p><input type="checkbox"/> Malicious Prosecution</p> <p><input type="checkbox"/> Malpractice-Medical</p> <p><input type="checkbox"/> Malpractice-Professional</p> <p><input type="checkbox"/> Misrepresentation</p> <p><input type="checkbox"/> Motor Tort</p> <p><input checked="" type="checkbox"/> Negligence</p> <p><input type="checkbox"/> Nuisance</p> <p><input type="checkbox"/> Premises Liability</p> <p><input type="checkbox"/> Product Liability</p> <p><input type="checkbox"/> Specific Performance</p> <p><input type="checkbox"/> Toxic Tort</p> <p><input type="checkbox"/> Trespass</p> <p><input type="checkbox"/> Wrongful Death</p> <p>CONTRACT</p> <p><input type="checkbox"/> Asbestos</p> <p><input type="checkbox"/> Breach</p> <p><input type="checkbox"/> Business and Commercial</p> <p><input type="checkbox"/> Confessed Judgment</p> <p>(Cont'd)</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Debt</p> <p><input type="checkbox"/> Fraud</p>	<p><input type="checkbox"/> Government</p> <p><input type="checkbox"/> Insurance</p> <p><input type="checkbox"/> Product Liability</p> <p>PROPERTY</p> <p><input type="checkbox"/> Adverse Possession</p> <p><input type="checkbox"/> Breach of Lease</p> <p><input type="checkbox"/> Eminent Domain</p> <p><input type="checkbox"/> Distress/Distrain</p> <p><input type="checkbox"/> Ejectment</p> <p><input type="checkbox"/> Forcible Entry/Detainer</p> <p><input type="checkbox"/> Foreclosure</p> <p><input type="checkbox"/> Commercial</p> <p><input type="checkbox"/> Residential</p> <p><input type="checkbox"/> Currency on Vehicle</p> <p><input type="checkbox"/> Deed of Trust</p> <p><input type="checkbox"/> Land Installments</p> <p><input type="checkbox"/> Lien</p> <p><input type="checkbox"/> Mortgage</p> <p><input type="checkbox"/> Right of Redemption</p> <p><input type="checkbox"/> Statement Condo</p> <p><input checked="" type="checkbox"/> Forfeiture of Property/Personal Lien</p> <p><input type="checkbox"/> Fraudulent Conveyance</p> <p><input type="checkbox"/> Landlord-Tenant</p> <p><input type="checkbox"/> Lis Pendens</p> <p><input type="checkbox"/> Mechanic's Lien</p> <p><input type="checkbox"/> Ownership</p> <p><input type="checkbox"/> Partition/Sale In Lieu</p> <p><input type="checkbox"/> Quiet Title</p> <p><input type="checkbox"/> Rent Escrow</p> <p><input type="checkbox"/> Return of Seized Property</p> <p><input type="checkbox"/> Right of Redemption</p> <p><input type="checkbox"/> Foreclosure/Over</p>	<p>PUBLIC LAW</p> <p><input type="checkbox"/> Attorney Grievance</p> <p><input type="checkbox"/> Bond Forfeiture/Remission</p> <p><input type="checkbox"/> Civil Rights</p> <p><input type="checkbox"/> County/Muni Code/Ord</p> <p><input type="checkbox"/> Election Law</p> <p><input type="checkbox"/> Eminent Domain/Condemn.</p> <p><input type="checkbox"/> Environment</p> <p><input type="checkbox"/> Error Coram Nobis</p> <p><input type="checkbox"/> Habeas Corpus</p> <p><input type="checkbox"/> Mandamus</p> <p><input type="checkbox"/> Prisoner Rights</p> <p><input type="checkbox"/> Public Info. Act Records</p> <p><input type="checkbox"/> Quarantine/Isolation</p> <p><input type="checkbox"/> Writ of Certiorari</p> <p>EMPLOYMENT</p> <p><input type="checkbox"/> ADA</p> <p><input type="checkbox"/> Conspiracy</p> <p><input type="checkbox"/> EEO/HR</p> <p><input type="checkbox"/> FLSA</p> <p><input type="checkbox"/> FMLA</p> <p><input type="checkbox"/> Workers' Compensation</p> <p><input type="checkbox"/> Wrongful Termination</p> <p>INDEPENDENT PROCEEDINGS</p> <p><input type="checkbox"/> Assumption of Jurisdiction</p> <p><input type="checkbox"/> Authorized Sale</p> <p><input type="checkbox"/> Attorney Appointment</p> <p><input type="checkbox"/> Body Attachment Issuance</p> <p><input type="checkbox"/> Commission Issuance</p>	<p><input type="checkbox"/> Constructive Trust</p> <p><input type="checkbox"/> Contempt</p> <p><input type="checkbox"/> Deposition Notice</p> <p><input type="checkbox"/> Dist Ct Mtn Appeal</p> <p><input type="checkbox"/> Financial</p> <p><input type="checkbox"/> Grand Jury/Petit Jury</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Perpetuate Testimony/Evidence</p> <p><input type="checkbox"/> Prod. of Documents Req.</p> <p><input type="checkbox"/> Receivership</p> <p><input type="checkbox"/> Sentences Transfer</p> <p><input type="checkbox"/> Set Aside Deed</p> <p><input type="checkbox"/> Special Adm. - Atty</p> <p><input type="checkbox"/> Subpoena Issue/Quash</p> <p><input type="checkbox"/> Trust Established</p> <p><input type="checkbox"/> Trustee Substitution/Removal</p> <p><input type="checkbox"/> Witness Appearance-Compel</p> <p>PEACE ORDER</p> <p><input type="checkbox"/> Peace Order</p> <p>EQUITY</p> <p><input type="checkbox"/> Declaratory Judgment</p> <p><input type="checkbox"/> Equitable Relief</p> <p><input type="checkbox"/> Injunctive Relief</p> <p><input type="checkbox"/> Mandamus</p> <p>OTHER</p> <p><input type="checkbox"/> Accounting</p> <p><input type="checkbox"/> Friendly Suit</p> <p><input type="checkbox"/> Grantor in Possession</p> <p><input type="checkbox"/> Maryland Insurance Administration</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Specific Transaction</p> <p><input type="checkbox"/> Structured Settlements</p>
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IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)			
<input type="checkbox"/> Abatement <input type="checkbox"/> Administrative Action <input type="checkbox"/> Appointment of Receiver <input type="checkbox"/> Arbitration <input type="checkbox"/> Asset Determination <input type="checkbox"/> Attachment b/f Judgment <input type="checkbox"/> Cease & Desist Order <input type="checkbox"/> Condemn Bldg <input type="checkbox"/> Contempt <input checked="" type="checkbox"/> Court Costs/Fees <input checked="" type="checkbox"/> Damages-Compensatory <input type="checkbox"/> Damages-Punitive	<input type="checkbox"/> Earnings Withholding <input type="checkbox"/> Enrollment <input type="checkbox"/> Expungement <input type="checkbox"/> Findings of Fact <input type="checkbox"/> Foreclosure <input type="checkbox"/> Injunction <input type="checkbox"/> Judgment-Affidavit <input type="checkbox"/> Judgment-Attorney Fees <input type="checkbox"/> Judgment-Confessed <input type="checkbox"/> Judgment-Consent <input type="checkbox"/> Judgment-Declaratory <input type="checkbox"/> Judgment-Default	<input checked="" type="checkbox"/> Judgment-Interest <input type="checkbox"/> Judgment-Summary <input type="checkbox"/> Liability <input type="checkbox"/> Oral Examination <input type="checkbox"/> Order <input type="checkbox"/> Ownership of Property <input type="checkbox"/> Partition of Property <input type="checkbox"/> Peace Order <input type="checkbox"/> Possession <input type="checkbox"/> Production of Records <input type="checkbox"/> Quarantine/Isolation Order <input type="checkbox"/> Reinstatement of Employment	<input type="checkbox"/> Return of Property <input type="checkbox"/> Sale of Property <input type="checkbox"/> Specific Performance <input type="checkbox"/> Writ-Error Coram Nobis <input type="checkbox"/> Writ-Execution <input type="checkbox"/> Writ-Garnish Property <input type="checkbox"/> Writ-Garnish Wages <input type="checkbox"/> Writ-Habeas Corpus <input type="checkbox"/> Writ-Mandamus <input type="checkbox"/> Writ-Possession

If you indicated Liability above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

☐ Liability is conceded.
 ☐ Liability is not conceded, but is not seriously in dispute.
 ☐ Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)	
<input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$10,000 - \$30,000 <input type="checkbox"/> \$30,000 - \$100,000 <input checked="" type="checkbox"/> Over \$100,000	<input checked="" type="checkbox"/> Medical Bills \$ <u>~83,000</u> <input checked="" type="checkbox"/> Wage Loss \$ <u>TBD</u> <input type="checkbox"/> Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION	
Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)	
A. Mediation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	C. Settlement Conference <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B. Arbitration <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	D. Neutral Evaluation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SPECIAL REQUIREMENTS	
<input type="checkbox"/> If a Spoken Language Interpreter is needed, check here and attach form CC-DC-041 <input type="checkbox"/> If you require an accommodation for a disability under the Americans with Disabilities Act, check here and attach form CC-DC-049	

ESTIMATED LENGTH OF TRIAL	
<i>With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.</i> <i>(Case will be tracked accordingly)</i>	
<input type="checkbox"/> 1/2 day of trial or less <input type="checkbox"/> 1 day of trial time <input type="checkbox"/> 2 days of trial time	<input type="checkbox"/> 3 days of trial time <input type="checkbox"/> More than 3 days of trial time

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM	
<i>For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.</i>	
<input type="checkbox"/> Expedited- Trial within 7 months of Defendant's response	<input type="checkbox"/> Standard - Trial within 18 months of Defendant's response

EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under
Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

☐ Expedited - Trial within 7 months of
Defendant's response

☐ Standard - Trial within 18 months of
Defendant's response

**IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY,
PLEASE FILL OUT THE APPROPRIATE BOX BELOW.**

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

- | | |
|--|---|
| <input type="checkbox"/> Expedited | Trial 60 to 120 days from notice. Non-jury matters. |
| <input type="checkbox"/> Civil-Short | Trial 210 days from first answer. |
| <input checked="" type="checkbox"/> Civil-Standard | Trial 360 days from first answer. |
| <input type="checkbox"/> Custom | Scheduling order entered by individual judge. |
| <input type="checkbox"/> Asbestos | Special scheduling order. |
| <input type="checkbox"/> Lead Paint | Fill in: Birth Date of youngest plaintiff _____ |
| <input type="checkbox"/> Tax Sale Foreclosures | Special scheduling order. |
| <input type="checkbox"/> Mortgage Foreclosures | No scheduling order. |

CIRCUIT COURT FOR BALTIMORE COUNTY

- | | |
|--|--|
| <input type="checkbox"/> Expedited
(Trial Date-90 days) | Attachment Before Judgment, Declaratory Judgment (Simple),
Administrative Appeals, District Court Appeals and Jury Trial Prayers,
Guardianship, Injunction, Mandamus. |
| <input type="checkbox"/> Standard
(Trial Date-240 days) | Condemnation, Confessed Judgments (Vacated), Contract, Employment
Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort,
Other Personal Injury, Workers' Compensation Cases. |
| <input checked="" type="checkbox"/> Extended Standard
(Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or
Personal Injury Cases (medical expenses and wage loss of \$100,000, expert
and out-of-state witnesses (parties), and trial of five or more days), State
Insolvency. |
| <input type="checkbox"/> Complex
(Trial Date-450 days) | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major
Product Liabilities, Other Complex Cases. |

12/14/2020

Date

100 N. Charles St., 22nd Flr.

Address

Baltimore

City

MD

State

21201

Zip Code

Signature of Counsel & Party

Richard B. Seitz, CFP. No. 0912170153

Printed Name